

Exhibit E – Verizon’s DPL Language for General Terms and Conditions

Comparison of Verizon’s General Terms and Conditions JDPL Language in the September JDPL and November JDPL. New/modified language is shown in italics.

Issue Number	Verizon’s September JDPL Language	Verizon’s November JDPL Language
I-11	<p>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC’s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</p> <p>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC’s access to, and use and disclosure of, Verizon OSS Information.</p> <p>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC’s access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC’s access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC’s access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon’s rights under the Agreement or Applicable Law.</p>	<p>8. <i>Operations Support Systems (OSS)</i></p> <p>8.1 <i>Definitions.</i></p> <p>8.1.1 <i>Verizon Operations Support Systems:</i> Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.</p> <p>8.1.2 <i>Verizon OSS Services:</i> Access to Verizon Operations Support Systems functions. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of **CLEC Usage Information to **CLEC pursuant to Section 8.1.3 below; and, (b) “Verizon OSS Information”, as defined in Section 8.1.4 below.</p> <p>8.1.3 <i>Verizon OSS Facilities:</i> Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to **CLEC.</p> <p>8.1.4 <i>Verizon OSS Information:</i> Any information accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a **CLEC Customer accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services; and, (b) any **CLEC Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, **CLEC.</p> <p>8.1.5 <i>Verizon Retail Telecommunications Service:</i> Any Telecommunications Service that Verizon provides</p>

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	<p>rights under the Agreement or Applicable Law.</p> <p>8.6 <u>Liabilities and Remedies.</u></p> <p>8.6.1 Any breach by **CLEC, or **CLEC's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of the Agreement. In addition, if **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to **CLEC, to suspend the license to use Verizon OSS Information granted by Section 8.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>8.6.2 CLEC agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by **CLEC or the employees, agents or contractors of **CLEC, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</p> <p>8.7 <u>Relation to Applicable Law.</u></p> <p>The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</p>	<p><i>at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.</i></p> <p>8.1.6 <u>**CLEC Usage Information:</u> <i>The usage information for a Verizon Retail Telecommunications Service purchased by **CLEC under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.</i></p> <p>8.1.7 <u>Customer Information:</u> <i>CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.</i></p> <p>8.2 <u>Verizon OSS Services.</u></p> <p>8.2.1 <i>Upon request by **CLEC, Verizon shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.</i></p> <p>8.2.2 <i>Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of **CLEC.</i></p> <p>8.3 <u>**CLEC Usage Information.</u></p>

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		<p>8.3.1      <i>Upon request by ** CLEC, Verizon shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), **CLEC Usage Information.</i></p> <p>8.3.2.      <i>**CLEC Usage Information will be available to **CLEC through the following:</i></p> <p>8.3.2.1    <i>Daily Usage File on Data Tape.</i></p> <p>8.3.2.2    <i>Daily Usage File through Network Data Mover (NDM).</i></p> <p>8.3.2.3    <i>Daily Usage File through Centralized Message Distribution System (CMDS) (Former Bell Atlantic service areas only).</i></p> <p>8.3.2.4    <i>**CLEC Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.</i></p> <p>8.3.2.5    <i>Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.</i></p> <p>8.3.3      <i>Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, **CLEC Usage Information will be provided to **CLEC shall be determined by Verizon.</i></p> <p>8.4      <u><i>Access to and Use of Verizon OSS Facilities.</i></u></p> <p>8.4.1      <i>Verizon OSS Facilities may be accessed and used by **CLEC only to the extent necessary for **CLEC's access to and use of Verizon OSS Services pursuant to the Agreement.</i></p> <p>8.4.2      <i>Verizon OSS Facilities may be accessed and</i></p>

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		<p><i>used by **CLEC only to provide Telecommunications Services to **CLEC Customers.</i></p> <p>8.4.3        <i>**CLEC shall restrict access to and use of Verizon OSS Facilities to **CLEC. This Section 8 does not grant to **CLEC any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.</i></p> <p>8.4.4        <i>**CLEC shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for **CLEC's use under this Section 8.</i></p> <p>8.4.5        <i>**CLEC shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).</i></p> <p>8.4.6        <i>All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by **CLEC only in connection with **CLEC's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by **CLEC as Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by **CLEC to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.</i></p> <p>8.4.7        <i>**CLEC's employees, agents and</i></p>

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		<p><i>contractors may access and use Verizon OSS Facilities only to the extent necessary for **CLEC's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by **CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 of this Attachment.</i></p> <p>8.5     <u>Verizon OSS Information.</u></p> <p>8.5.1         <i>Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to **CLEC a non-exclusive license to use Verizon OSS Information.</i></p> <p>8.5.2         <i>All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, **CLEC shall acquire no rights in or to any Verizon OSS Information.</i></p> <p>8.5.2.1       <i>The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) **CLEC Usage Information, (b) CPNI of **CLEC, and (c) CPNI of a Verizon Customer or a **CLEC Customer, to the extent the Customer has authorized **CLEC to use the Customer Information.</i></p> <p>8.5.2.2       <i>Verizon OSS Information may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC Customers.</i></p> <p>8.5.2.3       <i>**CLEC shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.</i></p>

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		<p>8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to **CLEC any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.</p> <p>8.5.2.5 **CLEC's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.23 above.</p> <p>8.5.2.6 **CLEC's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by **CLEC to provide Telecommunications Services to **CLEC Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.</p> <p>8.5.2.7 All Verizon OSS Information received by **CLEC shall be destroyed or returned by **CLEC to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.</p> <p>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or</p>

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		<p>termination of the Agreement.</p> <p>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, Verizon OSS Information.</p> <p>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p>8.6 <u>Liabilities and Remedies.</u></p> <p>8.6.1 Any breach by **CLEC, or **CLEC's employees, agents or contractors, of the provisions of</p>

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		<p>Sections 8.4 or 8.5 above shall be deemed a material breach of the Agreement. In addition, if **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to **CLEC, to suspend the license to use Verizon OSS Information granted by Section 8.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>8.6.2 CLEC agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by **CLEC or the employees, agents or contractors of **CLEC, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</p> <p>8.7 <u>Relation to Applicable Law.</u></p> <p>The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</p> <p>8.8 <u>Cooperation.</u></p> <p><i>CLEC, at **CLEC's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:</i></p>



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		<p>8.8.1        Upon request by Verizon, **CLEC shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which **CLEC anticipates submitting orders in each week of the next calendar month.</p> <p>8.8.2        Upon request by Verizon, **CLEC shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which **CLEC anticipates submitting orders in each week of the next calendar month.</p> <p>8.8.3        **CLEC shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.</p> <p>8.8.4        **CLEC shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.</p> <p>8.9        <u>Verizon Access to Information Related to **CLEC Customers.</u></p> <p>8.9.1        Verizon shall have the right to access, use and disclose information related to **CLEC Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the</p>

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		<p><i>**CLEC Customer in the manner required by Applicable Law.</i></p> <p>8.9.2        <i>Upon request by Verizon, **CLEC shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to **CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to **CLEC Customers (as authorized by the applicable **CLEC Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</i></p> <p>8.10        <u><i>Verizon Pre-OSS Services.</i></u></p> <p>8.10.1       <i>As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to **CLEC prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to **CLEC. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.</i></p> <p>8.10.2       <i>Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of **CLEC.</i></p> <p>8.10.3       <i>Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by</i></p>

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		<p><i>Verizon from time-to-time.</i></p> <p>8.10.4        <i>The provisions of Sections 8.4 through 8.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 above to Verizon OSS Information shall be deemed to include information made available to **CLEC through Verizon Pre-OSS Services.</i></p> <p>8.10.5        <i>*CLEC acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is* subject to change from time to time.</i></p> <p>8.11        <u><i>Cancellations.</i></u></p> <p><i>Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).</i></p>
III-15	<p>Verizon proposes to use same language for WorldCom as it does for AT&amp;T, set forth below:</p> <p>28.16.4 [WorldCom/AT&amp;T] acknowledges that services and facilities to be provided by BA hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit BA to provide to [WorldCom/AT&amp;T], without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to</p>	<p>Verizon proposes to use same language for WorldCom as that to which AT&amp;T and Verizon have agreed (at Section 28.16.4 of the AT&amp;T contract), as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</p> <p>28.16.4 WorldCom acknowledges that services and facilities to be provided by Verizon hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit</p>

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	<p>[WorldCom/AT&amp;T] under this Agreement, then, as may be required by Applicable Law:</p> <p>a) BA agrees to notify [WorldCom/AT&amp;T], directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions"); and</p> <p>b) BA shall use its best efforts, as commercially practical, to procure rights or licenses to allow BA to provide to [WorldCom/AT&amp;T] the particular unbundled Network Element(s), on terms comparable to terms provided to BA, directly or on behalf of [WorldCom/AT&amp;T] ("Additional Rights/Licenses"). Costs associated with the procurement of Additional Rights/Licenses shall be passed through to [WorldCom/AT&amp;T] as permitted under Applicable Law. In the event that Verizon, after using its best efforts, is unable to procure a right or license for [WorldCom/AT&amp;T], Verizon will promptly notify AT&amp;T of that outcome.</p>	<p>Verizon to provide to WorldCom, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to WorldCom under this Agreement, then, as may be required by Applicable Law:</p> <p>a) Verizon agrees to notify WorldCom, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions"); and</p> <p>b) Verizon shall use its best efforts, as commercially practical, to procure rights or licenses to allow Verizon to provide to WorldCom the particular unbundled Network Element(s), on terms comparable to terms provided to Verizon, directly or on behalf of WorldCom ("Additional Rights/Licenses"). Costs associated with the procurement of Additional Rights/Licenses shall be passed through to WorldCom as permitted under Applicable Law. <i>In the event that Verizon, after using its best efforts, is unable to procure a right or license for WorldCom, Verizon will promptly notify WorldCom of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts WorldCom's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.</i></p>
IV-45	<p>§ 17, Terms and Conditions of Agreement: "[WorldCom] assumes responsibility for all fraud associated with its Customers and accounts."</p> <p>§ 26.1, Cooperation. ...[T]he Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.</p>	<p>§ 17 Terms and Conditions of Agreement:</p> <p><i>17. Fraud</i></p> <p><i>17.1 The Parties will work cooperatively in a commercially reasonable manner to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.</i></p> <p><i>17.2 Each Party shall make available to the other fraud</i></p>

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		<p><i>prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed; such functionalities including 900 NPA and international blocking offered to business Customers and aggregators.</i></p> <p><i>17.3 Except as may otherwise be required under Applicable Law, each Party Com assumes responsibility for all fraud associated with its Customers and accounts.</i></p>
IV-101	<p>28.11 Dispute Resolution</p> <p>28.11.1 Alternative to Litigation.</p> <p>Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</p> <ol style="list-style-type: none"> <li>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</li> <li>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of this Agreement;</li> <li>(3) A suit to compel compliance with this dispute resolution process;</li> <li>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party;</li> <li>(5) An action for fraud;</li> <li>(6) A billing dispute equal to or in excess of \$2,000,000.00;</li> </ol>	<p><i>If WorldCom insists that an arbitral order will be effective prior to its approval (or deemed approval) by the Commission, then Verizon proposes the following language:</i></p> <p><i>14. Dispute Resolution</i></p> <p><i>14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.</i></p> <p><i>14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise,</i></p>

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	<p>(7) Any rate or charge within the jurisdiction of the Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);</p> <p>(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</p> <p>(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction. Additionally, AT&amp;T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution mediation process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</p> <p>28.11.2 Negotiations</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of</p>	<p><i>including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.</i></p> <p><i>As an alternative, Verizon would agree to language on dispute resolution for WorldCom that is based in large part on that to which AT&amp;T and Verizon have agreed, as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</i></p> <p>28.11 Dispute Resolution</p> <p>28.11.1 Alternative to Litigation.</p> <p>Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</p> <p>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</p> <p>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of this Agreement;</p> <p>(3) A suit to compel compliance with this dispute resolution process;</p> <p>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party;</p> <p>(5) An action for fraud;</p> <p>(6) A billing dispute equal to or in excess of \$2,000,000.00;</p> <p>(7) Any rate or charge within the jurisdiction of the</p>

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	<p>settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p>28.11.3 Arbitration</p> <p>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for</p>	<p>Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);</p> <p>(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</p> <p>(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction. Additionally, AT&amp;T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</p> <p>28.11.2 Negotiations</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be</p>

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	<p>arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.</p>	<p>admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p>28.11.3 Arbitration</p> <p>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually</p>



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IV-110	<p>Verizon has proposed to WorldCom § 18.1 – 18.3 of the Agreement proposed to AT&amp;T</p> <p>18.1 Intercept and Referral Announcements When a Customer changes its service provider from Verizon to AT&amp;T, or from AT&amp;T to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. When a Customer changes its local service provider from AT&amp;T to Verizon or from AT&amp;T to a CLEC, where AT&amp;T was providing service to the Customer through unbundled Local Switching, and the Customer does not retain its original telephone number, AT&amp;T shall order the Referral Announcement from Verizon on behalf of the Customer. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own Customers for such service, for the time period required under Applicable Law, but in no event less than six (6) months after the date the Customer changes its telephone number in the case of business Customers and not less than thirty (30) days</p>	<p><i>XX.XX Without in any way limiting either Party's obligations under Subsection [Change of Law], each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider, including, without limitation, the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers (including, without limitation, by not requiring evidence of verification of a carrier change request as a precondition for processing such change).</i></p> <p>XX.XX In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other</p>